

# Higher Education Student at the College

## CONTRACTING (Terms & Conditions)

### 1. INTRODUCTION

Welcome to studying with the college and thank you for choosing to apply for a place on one of our Higher Education programmes at Level 4 or Level 5.

We want you to have an enjoyable experience that enables you to reach your full potential as a college student.

Prior to accepting your offer, it is important that you are aware of our commitment to you and our expectations of you in return.

This document aims to provide a useful framework for us to work effectively together. You should familiarise yourself with the range of regulations and policies, referred to in this document. These can all be found on the college website.

This Agreement sets out the rights and responsibilities of both you and the College. It has been updated to align with recent Office for Students (OfS) regulatory requirements, including conditions relating to fair treatment, consumer protection, student information transparency, and student protection arrangements.

For alternative formats please email: [marketing@waltham.ac.uk](mailto:marketing@waltham.ac.uk)

### 2. Our Commitment

2.1 To provide you with tuition, advice and learning support, taking reasonable care and making appropriate effort to deliver your programme as described in the College prospectus and your programme handbook and published course information on the college website.

2.2 The College provides clear, accurate and accessible information before and during your studies, including course content, delivery methods, assessment requirements through programme and unit handbooks and communicate any material changes in a timely manner as outlined in the Student Transfer Plan and/or Student Protection Plan.

2.3 The College will provide reliable information about support services such as facilities and additional support via programme handbooks, the college website and the annual Value for Money Statement for students. Information on such services are also available on the HE Learner Hub.

2.4 To obtain feedback from you about your experience at the College via Student Engagement via focus groups, student representatives and on-programme surveys and reviews.

2.4 To maintain and enhance the quality of your programme, drawing on both internal and external feedback.

2.5 To take all reasonable steps to provide you with the information you require to assist you in your studies.

2.6 To ensure that staff engage in continuing professional development and industrial updating.

### 3. Expectations on students

- 3.1 To attend induction events lectures, tutorials, workshops, examinations and other activities forming part of the programme (apart from absence for genuine medical reasons or other special circumstances).
- 3.2 To submit both formative and summative assessments as required for the programme on time.
- 3.3 To undertake adequate preparation for any activity you are required to undertake outside the College, always conducting yourself in an appropriate manner.
- 3.4 To comply with any relevant professional standards relating to your programme and/or any special conditions set out in your programme handbook or notified to you by the College.
- 3.5 To comply with the college behaviour policy which is available on the college website.
- 3.6 To always wear your student ID card and lanyard whilst on College premises.
- 3.7 To actively engage with the College by checking your College email account regularly for updates and current information.
- 3.8 To disclose any unspent criminal convictions or ongoing criminal investigations when applying to the College, or received whilst studying with the College.
- 3.9 To notify Student Services of any changes to your name, term-time address and/or home address, or any other change to information supplied by you in your application.
- 3.10 To notify the College of any changes in circumstances, including your health status or any police investigations where this has a direct impact on your ability to undertake a specific programme of study.
- 3.11 To pay your tuition fees and other expenses relating to your programme in a timely manner.
- 3.12 To inform Student Services in writing and completion of the self-withdrawal form if you wish to withdraw from, transfer or suspend your studies.
- 3.13 To comply with all relevant College and awarding body regulations, which may be amended from time to time. Full updates on College policies and procedures are available online at **XXX**

#### **4. Changes to Courses or Course Cancellations**

4.1 The college reserves the right:

- i. To make such changes to the details of courses/programmes of study it considers reasonable including changes in content, delivery or teaching staff where necessary for academic quality or operational reasons. These changes are unlikely to negatively impact students and will generally be motivated by annual reviews and/or student feedback. Where a change is more significant, student consultation will take place before any changes are made that will impact current students.
- ii. To cancel any course/programme of study it considers reasonable including where the number of applicants holding offers is, at any time, deemed to be insufficient for the College to justify provision of the course/programme of study.

Where the delivery of a course/programme is uncertain because of low applicant numbers, this will be communicated to applicants at the earliest stage and every effort will be made to identify a suitable alternative in the event the course/programme is subsequently cancelled.

Where an existing programme is cancelled, its delivery for continuing students will be unaffected: provision will be made for them to complete the course/programme, including those students who are required to repeat modules because of academic failure. The detail of such provision will be communicated to students in a timely fashion. For continuing students, provision will always be made for completion.

Where a change is considered a material change (for example, significant changes to modules, delivery location, hours or qualification outcome), the College will, in line with its Student Protection Plan:

- Consult with affected students in advance;
- Provide clear reasons for the change;
- Offer options, which may include continuation under revised arrangements, transfer to an alternative course, or withdrawal with appropriate refund/compensation.

## **5. The Agreement**

### **5.1 Commencement of the Agreement**

This agreement commences on your acceptance of a place on a higher education programme with the College. If you wish to terminate the Agreement before enrolment you must notify the College, either directly to the Admissions Officer or via UCAS, that you do not wish to take up your place. There will be no consequences for withdrawal at this stage.

### **5.2 Termination of the Agreement**

5.2.1 This Agreement will end automatically when the College publishes notification of award decisions relating to your programme of study. In cases where an award is not published, the effective date of completion will be the issue date of the record of your progress relating to your programme of study.

5.2.2 You may terminate this Agreement after you enrol, but only by giving formal notice as explained in clause 3.12. This will not necessarily end all your responsibilities under this Agreement (see section 6).

You must return all materials and equipment loaned to you by the College and pay any outstanding fees.

Your liability for payment of fees on early termination is detailed in the Fee Refund and Recovery Policy (available on request)

5.3 The College may end this Agreement if your studies cease, subject to your right to seek a review, as a result of:

- action taken against you leading to expulsion (in accordance with the College's Student Disciplinary Policy or any associated professional conduct procedures)
- withdrawing you from your studies for persistent non-attendance and/or non-engagement with the programme of study
- a decision of the assessment board, based on your academic performance;
- non-payment of fees (in accordance with the Fees Policy & Fee Refund and Recovery Policy)

- the College becoming aware of information about you that it did not previously know, which, in the reasonable opinion of the College, makes it inappropriate for you to study on your programme. For example, this may apply if you have not supplied the College with all relevant information or have supplied false or misleading information relating to your application.

## **6 Other Information**

6.1 Any notice given under this Agreement must be in writing or via email. Emails will be sent to your student email address and letters will be addressed to you at your home address. Letters shall be regarded as properly served when delivered by hand to that address, or 48 hours after being posted to that address if sent by first-class post, or on receipt of delivery notice.

This Agreement relates solely to the relationship between you and College and is not enforceable by any other person.

### **Legal liabilities**

Neither you, nor the College, will be required to provide financial compensation to each other for any failure or delay in performing obligations, other than the payment of debts, if the failure or delay is due to any cause beyond that party's reasonable control (for example, fire, flood or industrial dispute).

The College cannot accept responsibility for and expressly excludes liability for:

- i. any loss or damage to your property, including damage to any motor vehicle or cycle, while on college premises, unless caused by the negligence of the College or its employees;
- ii. death or any personal injury suffered by you, unless caused by the negligence of the College or its employees.

The College will maintain a Business Continuity Plan and review this periodically. If the College needs to implement this plan, you must take all reasonable steps to co-operate with the College, for example if the College needs to relocate course delivery to an alternative site.

## **7. Force Majeure**

The College will take all reasonable steps to provide your programme and related services. However, the College will not be held responsible for any loss, damage, expense or inconvenience resulting from any delay, variation or failure in provision relating to any programme arising from circumstances beyond the College's reasonable control, including (but not limited to): earthquake, fire, flood, storm, act of God, terrorism, interruption of public utility services or industrial disputes (including those by its own employees).

This Agreement should be interpreted in all respects in accordance with the laws of England and Wales.